

1 BILL NO. S-82-12-43

2 SPECIAL ORDINANCE NO. S-20-82

3 AN ORDINANCE approving Water Contract No. 82-04,
4 Repair of St. Joe Tainter Gates, with
5 Indiana Construction Corporation, in
6 connection with the Board of Public Works.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
8 FORT WAYNE, INDIANA:

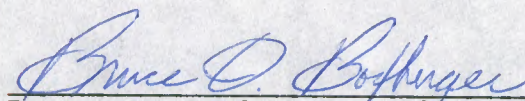
9 SECTION 1. That Water Contract No. 82-04, dated October
10 27, 1982, between the City of Fort Wayne, Indiana, by and through
11 its Mayor and the Board of Public Works and Indiana Construction
12 Corporation, for:

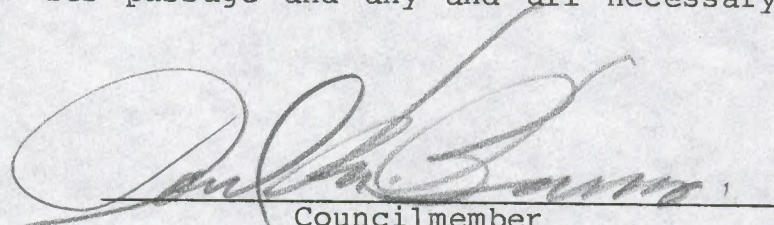
13 the replacement and installation of four axle
14 "I" beams, ten tie rods and one seal on the
15 four Tainter gates at the St. Joe Dam, as
16 outlined in Federal Emergency Management
17 Agency Survey Report No. 041886;

18 involving a total cost of Twenty-Nine Thousand Nine Hundred and
19 No/100 Dollars (\$29,900.00), all as more particularly set forth
20 in said Contract, which is on file with the Office of the Board
21 of Public Works and is by reference incorporated herein, made a
22 part hereof and is hereby in all things ratified, confirmed and
23 approved. Two copies of said Contract are on file with the Office
24 of the City Clerk and made available for public inspection,
25 according to law.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 Bruce O. Boxberger, City Attorney


Councilmember

Read the first time in full and on motion by Burns, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee City Petition (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ .M., E.S.T.

DATE: 12-28-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Stew, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 1-11-83

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-20-82 on the 11th day of January, 1983.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Ray A. E. York
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of January, 1983, at the hour of 11:30 o'clock P.M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 14th day of January, 1983, at the hour of 3 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

Bob F. Jesse, President
(name) (title)

and Donald H. Cleveland, Secretary
(name) (title)

of INDIANA CONSTRUCTION CORP. and
(company)

Duane E. Lupke,
Attorney in Fact, for said UNITED STATES FIDELITY AND GUARANTY COMPANY

as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

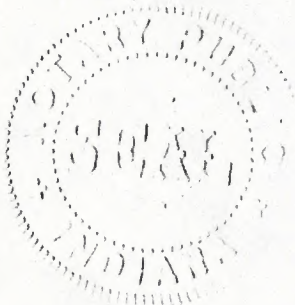
SUBSCRIBED TO, before me, a Notary Public, this 22nd day of October,
19 82.

Dorothy A. Kopper
Notary Public

Resident of Allen County, IN.

My Commission Expires:

DOROTHY A. KOPPER, Notary Public
My Commission Expires April 24, 1983



BOARD ORDER NO. 164-82

WORK ORDER NO. 63572

THIS CONTRACT, made and entered into in triplicate this 27 day of October, 19 82, by and between INDIANA CONSTRUCTION CORP., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of four Steel "I" Beams, ten (10) Steel Tie Rods and one (1) "J" Seal on the St. Joseph Dam Tainter Gate,

all according to Fort Wayne Water Utility Drawing No. V-10134, page 1, and do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the Contract the sum of \$29,900.00. In the event the amount of work is increased or decreased by OWNER, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract as provided herein, as follows:

The project is being funded in part by the Federal Emergency Management Agency (FEMA). The OWNER and his representatives shall make every effort to secure prompt payment of periodic invoices submitted by the CONTRACTOR. Due to the FEMA participation, the OWNER, therefore, cannot guarantee the date of reimbursement from FEMA. However, it is anticipated that a thirty (30) to forty-five (45) day turn around will prevail.

Due to the participation of FEMA, the CONTRACTOR must comply with the appropriate Federal Regulations.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the Contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the Contract, and the Contract is fully performed, it shall so inform the Board of Public Works, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I. C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless CITY in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

ARTICLE 7. PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this Contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the Contract as if hereto attached or herein repeated.

- a. Advertisement for Bids, for Contract No. 82-04.
- b. Instructions to Bidders for Contract No. 82-04.
- c. Contractor's Proposal dated September 29, 1982.
- d. Fort Wayne Water Utility Engineering Department Drawing No. V-10134, page 1
- e. Supplemental Specifications for Contract No. 82-04.
- f. Applicable provisions of the Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
- g. Applicable provisions of the Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revisions, except as modified in the Supplemental Specifications, where applicable.
- h. Workman's Compensation Act (I. C. 22-3-2-1).
- i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- j. Prevailing Wage Scale.
- k. Performance and Guaranty Bond.
- l. Minority/Female Employment Requirements Option.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this Contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this Contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the City.

ARTICLE 10. INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the within Contract in 90 consecutive calendar days after having been ordered by the OWNER to commence work under this Contract.

ARTICLE 13. COUNCILMANIC APPROVAL

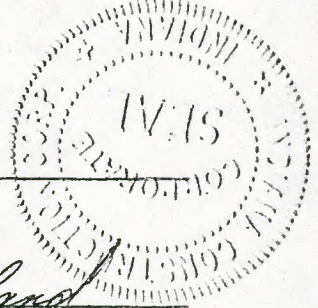
This Agreement, although executed on behalf of the OWNER by the Mayor and the Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

INDIANA CONSTRUCTION CORP.

By: Bob F. Jesse
BOB F. JESSE, PRESIDENT

By: Donald H. Cleveland
DONALD H. CLEVELAND, SECRETARY



CITY OF FORT WAYNE, INDIANA

By: Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

Stephen A. Bailey
STEPHEN A. BAILEY, CHAIRMAN

Roberta Anderson Staten
ROBERTA ANDERSON STATEN, MEMBER

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CLERK

Betty R. Collins
BETTY R. COLLINS, MEMBER

APPROVED AS TO FORM AND LEGALITY:

Raymon

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE ON _____ DAY OF

_____, 19____.

SPECIAL ORDINANCE NO. _____.

ORIGINAL

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Indiana Construction Corp., Fort Wayne, IN. (Contractor or Developer) as Principal, and the United States Fidelity and Guaranty Co. (Insurance Company), a corporation organized under the laws of the State of Maryland - March 19, 1896 (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$ 29,900.00 (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the St. Joe Dam & P.S. Tainter Gates, Fort Wayne, IN. and
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
3. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way affect or operate to release or discharge said surety and the provisions and conditions of I.C. (5-16-5-1) of the shall be, operate as, and be a part of the terms of this bond and said contract the same as if spelled out herein verbatim.

NOW THEREFORE, if the principal shall perform all of the terms and conditions required of it by the contract to cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ATTEST:

Donald H. Cleveland

Secretary

(Title)

Indiana Construction Corp.

(Contractor or Developer)

BY: Bob F. Jesse

(Name)

President

(Title)

United States Fidelity and Guaranty Company

(Insurance Company) Surety

*BY: Duane E. Lupke

Authorized Agent

Duane E. Lupke
(attorney-in-fact)

*If signed by an agent,
power of attorney must be attached

BILL NO. S-82-12-43

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving Water Contract No. 82-04, Repair of St. Joe
Tainter Gates, with Indiana Construction Corporation, in connection
with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

DONALD J. SCHMIDT

MARK E. GIAQUINTA

PAUL M. BURNS

1-11-83
CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

TITLE OF ORDINANCE Water Contract 82-04, repair of St. Joe Tainter Gates

DEPARTMENT REQUESTING ORDINANCE Board of Public Works 82-12-43

SYNOPSIS OF ORDINANCE Replacement and installation of four axle "I" beams, ten tie rods and one seal on the four Tainter gates at the St. Joe Dam, General Emergency Management Agency Survey Report #041886. Contract awarded to Indiana Construction Corporation.

Prior approval received Nov. 23, 1982

EFFECT OF PASSAGE Repair flood damage

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$29,900.00

ASSIGNED TO COMMITTEE